

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION (COLUMBUS)**

MARK HARRAH,
Plaintiff,

CASE NO. 2:10-cv-00061-GLF-MRA
Judge Gregory L. Frost
Magistrate Judge Mark R. Abel

vs.

TRANSUNION CUSTOMER RELATIONS,
Defendant.

**TRANS UNION'S ANSWER TO PLAINTIFF'S COMPLAINT
AND AFFIRMATIVE DEFENSES**

Trans Union, LLC, improperly identified as Transunion Customer Relations ("Trans Union"), by counsel, responds to Plaintiff's Complaint (the "Complaint") as follows. For the Court's convenience, Plaintiff's allegations are set forth verbatim with Trans Union's responses immediately following.

**SMALL CLAIMS COMPLAINT AND REQUEST
FOR SERVICE PER R.C. §§ 1925.04-05**

Plaintiff(s) demand(s) judgment against Defendant(s) in the amount of \$3000.00 or \$3,000 (the *maximum demand permitted in Small Claims Court*), whichever is less, plus court costs and interest. The undersigned plaintiff(s), or attorney therefor, swear(s), or affirm(s), that upon careful investigation, defendant(s) is(are) not now on active duty in the United States armed service. Further, Defendant(s) owe(s) the sum demanded for the reason(s) below shown. Trans Union reported defamatory information on my credit report. The Ohio Attorney General's office requested they remove the voided lien and Trans Union refused. I then filed a dispute and they refused to remove the lien again. Lien reported in 2008 and continues to be reported falsely to this date.

ANSWER: Trans Union denies that any of Plaintiff's alleged damages were proximately caused by a violation of the Fair Credit Reporting Act or any other law by Trans Union and denies that Plaintiff is entitled to any of the relief requested. Trans Union states that it has insufficient knowledge to admit or deny the remaining allegations of this paragraph.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim against Trans Union upon which relief may be granted.
2. Plaintiff's state law and common law claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.
3. Trans Union's reports concerning Plaintiff were true or substantially true.
4. Trans Union has at all times followed reasonable procedures to assure maximum possible accuracy of its credit reports concerning Plaintiff.
5. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.
6. Plaintiff's claims are barred, in whole or in part, by 15 U.S.C. §§ 1681h(e) and/or 1681t.
7. At all relevant times, Trans Union acted within the absolute and qualified privileges afforded it under the FCRA, the United States Constitution, applicable State Constitutions and the common law.
8. Plaintiff's claims are barred, in whole, or in part, by the equitable theories of estoppel, waiver and laches.
9. Plaintiff has failed to take reasonable steps to mitigate his damages, if any.
10. Plaintiff's damages are the result of acts or omissions committed by Plaintiff.

11. Plaintiff's damages are the result of acts or omissions committed by the other parties over whom Trans Union has no responsibility or control.

12. Plaintiff's damages are the result of acts or omissions committed by non-parties to this action over whom Trans Union has no responsibility or control.

13. Any claim for exemplary or punitive damages asserted by Plaintiff violates Trans Union's rights under the Due Process and Excessive Fines clauses of the Fifth, Sixth, Eighth and Fourteenth Amendments to the United States Constitution and the analogous provisions of applicable State Constitutions and under the First Amendment of the United States Constitution and the analogous provisions of applicable State Constitutions.

14. Trans Union reserves the right to assert additional defenses as may become apparent through additional investigation and discovery.

WHEREFORE, Defendant Trans Union, LLC, by counsel, denies that Plaintiff is entitled to judgment or to any of the relief sought, and respectfully requests that judgment be entered in its favor and against Plaintiff on all counts set forth in the Complaint, and that Trans Union, LLC, be awarded its costs incurred in defending this action, along with such other relief as this Court deems equitable and just.

Respectfully submitted,

/s/ William R. Brown

William R. Brown, Trial Attorney (IN #26782-48)

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*Local Counsel for Defendant Trans Union, LLC
(improperly identified as “TransUnion
Customer Relations”)*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **TRANS UNION'S ANSWER TO PLAINTIFF'S COMPLAINT AND AFFIRMATIVE DEFENSES** has been filed electronically on the **26th day of January, 2010**. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's electronic filing.

Kyle Thomas Shaw kshaw@porterwright.com	
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The undersigned further certifies that a true copy of the foregoing **TRANS UNION'S ANSWER TO PLAINTIFF'S COMPLAINT AND AFFIRMATIVE DEFENSES** was served on the following parties via First Class, U.S. Mail, postage prepaid, on the **26th day of January, 2010**, properly addressed as follows:

Mark Harrah 8952 East Liberty Road North Marengo, OH 43334	
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Respectfully submitted,

/s/ William R. Brown

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(improperly identified as "TransUnion
Customer Relations")*